

MEDICAL STUDENT EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES AND TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER ON BEHALF OF THE COLLEGE OF MEDICINE

This Education Affiliation Agreement (hereinafter referred to as "Agreement") is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and the Texas A&M University Health Science Center (hereinafter referred to as "TAMHSC"), a health related institution under the administration of Texas A&M University (hereinafter referred to as "TAMU"), a member of the Texas A&M University System (hereinafter referred to as the "A&M System"), and agency of the state of Texas, on behalf of the College of Medicine (hereinafter referred to as "COM"). TAMHSC and COUNTY are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS:

COM provides courses of study in emergency medicine to students enrolled in its medical doctor program of study.

COM desires program components that will provide to the students clinical experience as part of their educational instruction.

This Agreement is intended and shall be interpreted to meet COM's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

COUNTY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education;

- COM is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students;
- COM is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching;
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury;
- The shared responsibility of COM and COUNTY for creating and maintaining an appropriate learning environment; and
- Confirmation that COM's department heads (or clerkship directors) have authority to ensure faculty and medical student access to appropriate resources for medical student education when those department heads are not also the clinical service chiefs at affiliated institutions.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to COM for its medical doctor program of study.

COUNTY and COM desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF COM

1. COM shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations. COM will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to COUNTY

only those students who have satisfactorily completed the prerequisite didactic portion of the COM's curriculum.

The COM will retain ultimate responsibility for the education and assessment of its students. The COM's representative for this Agreement shall be a faculty member appointed and assigned by the COM, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

2. COM instructors shall possess current and appropriate professional credentials or certifications and COM shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by COM instructors and students shall be without charge to COUNTY. COM instructors and students shall not be responsible for the quality of patient or client care.
4. Neither COM instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. COM shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to mutual approval on a semester basis.
6. COM shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. COM shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.
7. COM shall inform all instructors and students of the requirement to abide by all applicable policies, regulations and laws governing the facility or its work environment. COM shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.
8. During the term of this Agreement, COM shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate that covers the activities of COM'S students under this Agreement. COM shall provide COUNTY with proof of such insurance coverage each year, and at other times upon request.

COUNTY acknowledges that, because TAMU is an agency of the state of Texas, liability for the tortious conduct of employees of COM or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*), Chapters 101 and 104; and that Workers' Compensation Insurance coverage for employees of COM is provided by COM as mandated by the provisions of Chapter 502, *Texas Labor Code*. COM shall have the right, at its option, to (a) obtain liability insurance protecting COM and its employees and property insurance protecting COM's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by COM as a result of its operations under the Agreement.

COUNTY recognizes that the students, upon payment of a pre-set fee at time of enrollment, are provided a claims-based medical liability coverage. Such policy shall provide for coverage during such times as the students are on the premises of COUNTY.

At no time shall the students be considered legal representatives, employees or agents of COM or COUNTY. The students are not entitled to receive payment for services rendered, replace or substitute for a COM or COUNTY health care provider, or possess authority to enter into any form of agreement on behalf of COM or COUNTY.

9. TAMU agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form of Attachment A.

RESPONSIBILITIES OF COUNTY

1. COUNTY shall, on a space available basis, provide the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by COM.
2. The COUNTY shall identify a site coordinator from among its staff who will communicate and cooperate with the COM's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.
3. COUNTY shall provide an orientation session to inform students and COM staff about the rules, regulations, policies and procedures of the facilities.
4. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.
5. COUNTY shall notify COM of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an COM credited facility. Representatives of COM crediting agency shall be permitted to conduct inspections for purposes relating to COM'S accreditation.
6. COUNTY shall cooperate with COM in matters relating to academic performance and student conduct relating to course work performed under this Agreement.
7. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.
8. COUNTY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the COUNTY, the COUNTY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by COUNTY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that COUNTY does not have the resources to provide such emergency care, COUNTY will refer such student to the nearest emergency facility. The COM will define, for its medical students, who bears financial responsibility for any charges generated.
9. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.
10. In the event emergency care is required for an COM student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.
11. The COUNTY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the COUNTY will provide students and faculty students and faculty with access to appropriate resources for medical student education including: a) access to patients at COUNTY facilities in an appropriately supervised environment, in which the students can complete the COM's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer

access; e) secure storage space for medical students' personal items when at the COUNTY; and f) access to call rooms, if necessary.

MUTUAL RESPONSIBILITIES

1. The Parties agree to designate a liaison for each program to do the following:
 - A. Meet annually, or more often as needed, to schedule use of the facilities;
 - B. Meet on a per semester basis to set the number of students allowed to participate;
 - C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by COM crediting standards;
 - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
 - E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.
2. COM, including its faculty, staff, medical students, and residents, and COUNTY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. COUNTY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Attachment B, and communicate student violations to the COM. COM agrees to require its students to adhere to the expectations set forth in Attachment B.
3. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other Party shall be notified of such claim or demand in writing within five (5) business (Monday- Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COM, its employees, agents or students under this Agreement. COM shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.
4. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director PO Box 873
Georgetown, TX 7827
512-943-1264

And

Texas A&M College of Medicine
Attn: Associate Dean for Finance & Administration
8447Riverside Parkway
Bryan, TX 77807

With a copy to:
Texas A&M University Health Science Center
Attn: Vice President & Chief Financial Officer
8441 Riverside Parkway, Suite 3100
Bryan, TX 77807

ADDITIONAL TERMS

1. Compensation benefits for this Agreement shall include \$1.75/hour per student to be paid by COM to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days upon receipt of the COUNTY'S u n d i s p u t e d invoice for payment.
2. COM acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. To the extent that students are participating in the clinical and educational experiences and COM Faculty are providing supervision at COUNTY as part of the clinical and educational experiences, such students and Faculty members shall be considered part of COUNTY workforce for HIPAA compliance purposes in accordance with 45 CFR § 160.103, but shall not be construed to be employees of COUNTY.
3. COM shall utilize the COUNTY'S preferred student scheduling tools.
4. The Parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.
5. COM instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each COM instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
6. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), COM hereby designates COUNTY as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by COUNTY to carry out the Program. COUNTY agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.
7. To the extent permitted by the laws and Constitution of the state of Texas, TAMHSC agrees to indemnify and hold harmless COUNTY, their trustees, officers, employees and agents from and against any and all claims, costs, actions, causes or action, losses or expenses resulting from or caused by the actions of TAMHSC, the COM or its employees (including Students and faculty members) pertaining to the activities and obligations under this Agreement.
8. To the extent permitted by the laws and Constitution of the state of Texas, COUNTY agrees to indemnify and hold harmless the COM, its trustees, regents, officers, employees and agents from and against any and all claims, costs, actions, causes of action, losses or expenses resulting from or caused by the actions of COUNTY, its agents or employees pertaining to the activities and obligations under this Agreement.
9. The Parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any Party to use COUNTY facilities, or the admission or referral of any patients to COUNTY or any other facility or service related to COUNTY.
10. Each Party agrees not to use the name, service mark or logo of the other Party without the other Party's prior written consent. Any use of the TAMHSC's and/or COM's name, mark or logo will be in accordance with TAMU's Standard Administrative Procedure, 09.02.99.M0.03, Licensing and Trademark Usage (available at <http://rules.tamu.edu/PDFs/09.02.99.M0.03.pdf>). The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the relationship created by (or the services to be provided pursuant to) this Agreement.
11. COUNTY understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the state of Texas Auditor's Office, or any successor agency ("Auditor"), to conduct an audit

or investigation in connection with those funds. COUNTY agrees to cooperate with Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

12. Dispute Resolution: The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve and claim for breach of contract made by COUNTY against COM that cannot be resolved in the ordinary course of business. COUNTY shall submit written notice of a claim of breach of contract under this Chapter to Texas A&M University Health Science Center, which shall examine such claim and any counterclaim and negotiate with COUNTY in an effort to resolve the claim.
13. Payment of Debt or Delinquency to the State: Pursuant to Section 2252.903, Texas Government Code, COUNTY agrees that any payments owing to COUNTY under this Agreement may be applied directly toward certain debts or delinquencies that COUNTY owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
14. Loss of Funding: Performance by COM under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, COM will issue written notice to COUNTY and COM may terminate this Agreement without further duty or obligation hereunder. COUNTY acknowledges that appropriation of funds is beyond the control of COM.
15. Certification regarding Boycotting Israel: Pursuant to Chapter 2270, Texas Government Code, COUNTY certifies COUNTY (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. COUNTY acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
16. Certification regarding Business with Certain Countries and Organizations: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, COUNTY certifies COUNTY is not engaged in business with Iran, Sudan, or a foreign terrorist organization. COUNTY acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
17. COUNTY acknowledges that TAMHSC is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMHSC's written request, COUNTY will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of TAMHSC. COUNTY acknowledges that TAMHSC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and COUNTY agrees that this Agreement can be terminated if COUNTY knowingly or intentionally fails to comply with a requirement of that subchapter.
18. Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose

performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

19. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
20. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither Party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
21. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.
22. Either Party may terminate this Agreement without cause upon ninety (90) days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
23. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice of breach. If more than fifteen (15) days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.
24. This agreement is effective when all parties have executed it. The term of the Agreement is from April 1, 2022 through March 31, 2025 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 22 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.
25. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.
26. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.
27. The laws of the state of Texas shall govern the validity, interpretation and enforcement of this Agreement.
28. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.
29. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.
30. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give COM written notification stating the date of suspension and the date on which participation is anticipated to resume.

31. Not Eligible for Rehire. COUNTY is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 33.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

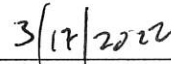
Williamson County:

Bill Gravell
Williamson County Judge



Mike Knipstein
WCEMS Director

Date



Date

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER ON BEHALF OF THE COLLEGE OF
MEDICINE



Scott Fuller
Associate Vice President of Clinical Initiatives



Date

ATTACHMENT A RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of COM course regarding community health training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name:

Date:

ATTACHMENT B: TEACHER-LEARNER EXPECTATIONS

COM holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive.
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners

- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.